

DOC # 0224212

05/02/2013

11:29 AM

Official Record

Recording requested By  
BENNIE WILSON

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$16.00

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RPTT:

Recorded By: FES

Book- 549 Page- 0245



0224212

PROMISSORY NOTE

\$30,000.00

Date: February 16 2013

FOR VALUE RECEIVED, the undersigned, Bennie Wilson, promise to pay to the order of Luvernia C. Rasmussen, P.O. Box 112, Eureka, NV 89316 or wherever payments may be demanded by the holders of this Note, the principal sum of Thirty Thousand Dollars (\$30,000.00) with interest thereon, at the rate of ( 8 %) per annum, from May 5, 2013 until paid, both interest and principal; Payable as follows:

Monthly payments of (\$400.00) on or before the first (1) day of each month and a like amount of (\$400.00) including interest, each and every month thereafter, until the principal and all accrued interest is paid in full. Each payment shall be applied first the accrued interest and the balance to principal as of the date of payment. Interest shall accrue only on the unpaid principal balance of this note remaining from time to time. All payments shall be in lawful money of the United States of America.

At the option of the holder of this Note, the entire balance shall mature and become payable in full without notice, upon the sale or transfer of the security here for. This Note and the Deed of Trust securing it are not assumable without written authorization of the Beneficiary thereof.

The makers shall have the right to pay all or any portion of this Note at any time without penalty, provided however any additional payments shall not be cumulative payments, but the maker shall in all events, pay each monthly installments as it comes due until the Note is paid in full.

The makers, co-makers, endorsers, guarantors and sureties, jointly and severally waive presentment, protest and notice of dishonor and waive diligence in collecting and agree that this Note may be renewed or extended from time to time and that any security here for may be released or discharged partially or in full and that additional co-makers, guarantors and sureties may become parties hereto, without notice to or the consent of any of them and without affecting their liability hereon.

If any default or deficiency be made in the payment of this Note, or any portion or installment here for or in the performance of the Deed of Trust, security agreement or agreements, documents or instruments, or other lien or encumbrance which secures the payment of this Note or in the payment and performance of any other Deed of Trust, mortgage, security agreement or other lien or encumbrance or the Note or debt secured thereby which security affects all or any portion of the property which secure payment of this Note; and such default or deficiency is not cured and made good within (35) thirty-five days in the manner and after the notice specified in N.R.S. 107.080 and in effect on the date of this Note, then at the option of the holder of this Note the entire unpaid principal balance of, hereof together with all accrued interest and other sums payable hereunder and under the terms of the security here for, shall become immediately due and payable in full, although the time of maturity in the Note shall not have arrived.

---PROMISORY NOTE ---

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It is agreed that all the election of the holder of this Note the same shall mature and become immediately payable in full together with all other sums payable hereunder and under the security here for, although the time of maturity of this Note has not arrived, without notice, upon happening of any one or more of the following events:

- 1.) The commencement of any proceeding under the Bankruptcy or Insolvency Laws by or against any of the makers of this trust.
- 2.) The appointment of a receiver or conservator for any of the assets or property of any of the makers hereof.
- 3.) Any assignment for the benefit of creditors made by and of the makers hereof.

The makers further agree to pay all costs, charges, expenses, including reasonable attorney fees, incurred by the holder of this Note, incident to the collection hereof, or any portion, in the event of default or deficiency in the payment of this Note, or any portion hereof, or in the performance of the Deed of Trust or other security which secures it.

A DEED OF TRUST of even date herewith secures the payment of this Note.

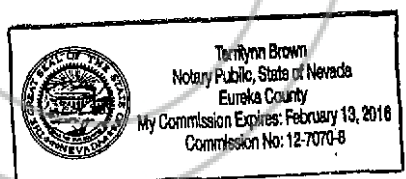
Ben Wilson  
 Bennie Wilson  
 P.O. Box 877  
 Eureka, NV 89316

Lavernia C. Rasmussen  
 Lavernia C. Rasmussen  
 P.O. Box 112  
 Eureka, NV 89316

NOTARY: See Notary Attached  
 BDM

State of Nevada  
 County of Eureka

This instrument was acknowledged before me of May 5, 2013, by Bennie Wilson\*\*\*



[Signature]  
 Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Stanislaus

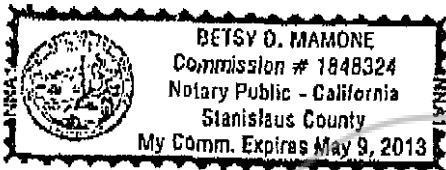
On 5-2-13 before me, Betsy D. Mamone, Notary Public

personally appeared Lavernia C. Roussussen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Betsy D. Mamone

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

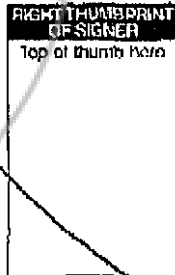
Title or Type of Document: Promissory Note

Document Date: 2-16-13 Number of Pages: 3

Signer(s) Other Than Named Above: Bernice Wilson

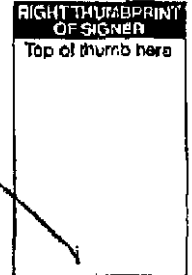
**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

